

**Town of Paradise  
Alternative Program Debris Removal  
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	38,000.00
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	65,000.00
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	52,000.00
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	35,000.00
Site 5 – Residence, 5733 Pentz Road (2,189)	42,000.00
TOTAL	\$ 232,000.00

\*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:

Signature

Date

Business Name/Address/Phone Number:

Business Name: AFM Environmental, Inc.

Address: 752 Northport Dr #C West Sacramento, CA 95691

Telephone Number: 916-374-9526

**ADDENDUM NO. 1**

**Alternative Program Debris Removal  
Contract 19-04**

**February 20, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

**Scope:**

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

**Acknowledgment:**

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Has the Town completed required asbestos site surveys for any of the project locations?

**ANSWER 1:** No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

**BIDDER:**

**PREPARED BY:**

=====

AFM Environmental, Inc  
NAME  
752 Northport Dr #C  
ADDRESS 1  
West Sacramento, CA 95691  
ADDRESS 2  
Whitely, Kelly - 3/5/19  
SIGNATURE DATE

[Signature] 2/20/2019  
TOWN OF PARADISE DATE

**END OF ADDENDUM**

## **ADDENDUM NO. 2**

### **Alternative Program Debris Removal Contract 19-05**

**February 27, 2019**

#### **OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

#### **GENERAL:**

##### ***Scope:***

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

##### ***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

#### **CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there a planned job walk for the project?

**ANSWER 1:** No, however, contractors are allowed to inspect worksites during normal business hours.

**QUESTION 2:** Is there a bid, payment and performance bonds required for the project?

**ANSWER 2:** Yes, please see below and attached to this addendum.

#### **MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

##### **1. Bidder's Bond:**

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

##### **2. Payment and Performance Bond:**

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

**BIDDER:**

**PREPARED BY:**

NAME AFM Environmental, Inc  
ADDRESS 1 752 Northport Dr #C  
ADDRESS 2 West Sacramento, CA 95691  
SIGNATURE [Signature] DATE 3/5/19

TOWN OF PARADISE

DATE

**END OF ADDENDUM (PLUS ATTACHMENTS)**

**ADDENDUM NO. 3**

**Alternative Program Debris Removal  
Contract 19-04**

**February 28, 2019**

**OWNER:**

Town of Paradise  
5555 Skyway  
Paradise, CA 95969  
(530) 872-6291  
(530) 877-5059 (fax)

**GENERAL:**

***Scope:***

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

***Acknowledgment:***

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

**CLARIFICATION IS PROVIDED AS FOLLOWS:**

**QUESTION 1:** Is there an Engineer's Estimate for the subject project?

**ANSWER 1:** Yes, \$300,000.

**MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:**

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

**BIDDER:**

AFM Environmental, Inc  
NAME  
752 Northport Dr #4  
ADDRESS 1  
West Sacramento, CA 95691  
ADDRESS 2  
Michael Hilling 3/5/19  
SIGNATURE DATE

**PREPARED BY:**

[Signature] 2/28/19  
TOWN OF PARADISE DATE

**END OF ADDENDUM**



ZA41805

## Bidder's Bond

### Alternative Program Debris Removal Contract No. 19-05

We, AFM ENVIRONMENTAL INC, as Principal, and ARCH INSURANCE COMPANY, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on MARCH 5, 2019

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: MARCH 1, 2019

AFM ENVIRONMENTAL INC

By: 

ARCH INSURANCE COMPANY

By: 

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Dana M. Kuber, Maria A. Gonzalez, Michael J. Friedrich and William A. Ballay of Orland Park, IL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.